

DOCKET NO. 2019-352-C

MEMORANDUM OF UNDERSTANDING

ORS made recommendations for Frontier's South Carolina operations related to service outage prevention and restoration. ORS recommended Frontier:

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supported by the equipment manufacturer and the Company's plans to upgrade and/or replace aging equipment;

3. Take the necessary steps to maintain an inventory of equipment in South Carolina sufficient to restore service in a reasonable and timely manner (within 24 to 48 hours); and
4. Perform a review of the skills and technical expertise required for South Carolina technicians to determine if additional employees and/or training is needed in South Carolina to enable its South Carolina workforce to perform tasks currently executed by the Company's Texas-based NOC technicians.

On March 2, 2020, Frontier filed a response to ORS's investigation report opposing recommendations ORS made for Frontier's South Carolina operations. Frontier opposes each of ORS's recommendations on the basis that the recommendations are (1) inappropriate for the Commission to adopt solely for Frontier; (2) unnecessary because Frontier already undertakes the recommended actions; and (3), inappropriate for any local service provider to follow.

ORS and Frontier have since engaged in discussions to resolve this matter and now agree on the following measures, which will allow ORS to conduct a review of Frontier's response to service outages and complaints over a six-month period.

1. Frontier agrees to notify ORS of local telephone service outages lasting longer than 24 hours occurring on Frontier's South Carolina network for a period of six months beginning on September 1, 2020, and ending on February 28, 2021, and will provide, during that six-month period, certain service quality reports and metrics for its ten wire centers with the highest network trouble report rate. At the conclusion of this six-month reporting period (date subject to Commission determination), ORS will review and assess Frontier's outage prevention and restoration procedures and, if necessary, recommend improvements.

2. ORS and Frontier agree Frontier will notify ORS of local telephone service outages, defined as situations when: 1) 10 or more customers reported loss of dial tone from

Frontier, and the cause is determined to be related to a common source, and 2) the situation has lasted or is expected to last longer than 24 hours for a period of six months. Notifications will be made as follows:

- a. Frontier will make a good faith effort to notify ORS of service outages within 16 business hours, but no later than 96 total hours after Frontier has determined the outage has or may exceed 24 hours. Frontier will provide ORS with updated information as it becomes known, and no later than 5 business days after Frontier has determined that service has been restored to all identified customers.
- b. Initial notice of an outage will be via email and will include, if known: 1) the number of customers affected by the outage, or the number of trouble tickets reported, 2) the start date/time of the outage, 3) the potential cause of the outage, and 4) the wire center(s) impacted. If the information is not known at the time the initial notification email is sent, emails with updates will be sent as information becomes available. Frontier will notify ORS service has been restored to all affected customers within 16 business hours of service restoration.
- c. The final restoration notice will be provided by email within 5 business days of service restoration and will include: 1) the start date/time, 2) end date/time, 3) wire center name(s), 4) cause, 5) number of trouble tickets created, and 6) the restoration efforts by Frontier to end the outage event.

3. Frontier will identify the 10 wire centers with the highest network trouble report rate per 100 access lines in Frontier's South Carolina service territory and provide to ORS service quality records and metrics for each identified wire center on a monthly basis during Frontier's six-month outage reporting period including:

- a. copies of records of each trouble report made by a customer. Records for each customer trouble report should include telephone number, trouble ticket number, wire center name, the report date/time, the complete date/time, the plant item, and cause disposition code on the ticket;
- b. the total number of customer network trouble reports per hundred access lines for the telephone utility's regulated operations; calculated consistent with quarterly results reported by Frontier under Commission Regulation 103-618, and
- c. the percentage number of out of service reports cleared within 24 hours, excluding weekends and holidays, calculated consistent with quarterly results reported by Frontier under Commission Regulation 103-618. In instances where the customer asked for an appointment outside the twenty-four hour window, these trouble reports will be excluded from the metric.

4. Exceptions to reporting during the six-month period shall apply to outages due to or delayed by the acts of other carriers or public utilities, or to widespread outages due to or delayed by acts of God; acts of the public enemy; natural disasters; wars; labor disputes or shortages; pandemics or widespread threats to public health; or other force majeure. Frontier shall notify ORS in advance, or as soon as reasonably practicable, of its need to exercise this exception. In the event this exception applies, Frontier nonetheless shall make good faith efforts to update ORS, the Commission, and, if warranted, South Carolina Emergency Management personnel on the status of network damage and restoration in such emergencies.

5. At the conclusion of Frontier's six-month outage reporting, ORS will review and assess Frontier's restoration procedures and, if necessary, provide further recommendations to Frontier. Frontier and ORS will report their findings, and any additional measures implemented

because of the information learned through the 6-month review period, to the Commission. If Frontier and ORS are unable to reach an agreement regarding implementation of any further recommendations, ORS will submit recommendations to the Commission for consideration and Frontier will have an opportunity to respond.

6. All Parties acknowledge that this Memorandum of Understanding ("MOU") represents a negotiated compromise of opposing views and that the particular compromises reached here apply only to the unique circumstances of the South Carolina intrastate telecommunications market and its regulation by the Commission. Neither Party binds itself in any way with respect to the position that Party may take regarding the same or similar issues in other contexts, except for a proceeding to enforce the terms and conditions of this Joint Stipulation. No Party admits or concedes any wrongdoing or liability or the truth of any claim or defense.

7. ORS will treat information Frontier provides pursuant to this MOU and marks as confidential as being requested and provided under S.C. Code § 58-4-55(A) and not disclose it to a third party until Frontier expressly agrees otherwise in writing or there is a ruling from the Commission or an appropriate court allowing for different treatment. Frontier agrees to only mark information confidential which it asserts in good faith is entitled to such protection. ORS may submit information that has been designated confidential to the Commission or a court without obtaining prior authorization from Frontier, provided ORS contemporaneously requests that the Commission or court place the information under seal. The submission of information under seal shall not constitute an admission or acknowledgment by ORS that the information is in fact confidential.

8. This MOU contains the complete agreement of the Parties. There are no other terms and conditions to which the Parties have agreed. The Parties agree that this MOU will not constrain, inhibit or impair their arguments or positions held in future proceedings, nor will the MOU or any of the matters agreed to in it be used as evidence or precedent in any future proceeding.

9. This MOU shall be interpreted according to South Carolina law. The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this MOU by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and email signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this MOU.

10. The Parties represent that the terms of this MOU are based upon full and accurate information known as of the date this MOU is executed. If, after execution, either Party is made aware of information that conflicts, nullifies, or is otherwise materially different than that information upon which this MOU is based, either Party may withdraw from the MOU with written notice to the other Party.

11. This MOU shall bind and inure to the benefit of each of the signatories hereto and their representatives, predecessors, successors, assigns, agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, affiliates, parent corporations, joint ventures, heirs, executors, administrators, trustees, and attorneys.

Respectfully submitted this 4th day of September, 2020,



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